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and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

MESA AIR GROUP, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 10-10018 (MG)

(Jointly Administered)

**NOTICE OF PRESENTMENT OF STIPULATION AND ORDER  
BETWEEN VOLVO AERO SERVICES CORP. AND DEBTORS  
ALLOWING ADMINISTRATIVE EXPENSE CLAIM**

**PLEASE TAKE NOTICE** that the undersigned will present the annexed Stipulation and Order (the “Stipulation and Order”) between Mesa Air Group, Inc. and its affiliated debtors and debtors-in-possession, on the one hand, and Volvo Aero Services Corp. (as defined in the Stipulation and Order), on the other, to the Honorable Martin Glenn, United States Bankruptcy Judge, for signature on **May 11, 2010 at 12:00 p.m.(Prevailing Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE** that any response or objection to the Stipulation and Order must be filed with the Bankruptcy Court and served upon: (i) the chambers

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<sup>1</sup> The Debtors are: Mesa Air Group, Inc. (2351); Mesa Air New York, Inc. (3457); Mesa In-Flight, Inc. (9110); Freedom Airlines, Inc. (9364); Mesa Airlines, Inc. (4800); MPD, Inc. (7849); Ritz Hotel Management Corp. (7688); Regional Aircraft Services, Inc. (1911); Air Midwest, Inc. (6610); Mesa Air Group Airline Inventory Management, LLC (2015); Nilchi, Inc. (5531); and Patar, Inc. (1653).

of the Honorable Martin Glenn, One Bowling Green, New York, New York 10004, Courtroom 501; (ii) Pachulski Stang Ziehl & Jones LLP, 150 California Street, 15<sup>th</sup> Floor, San Francisco, California 94111 (Attn: Debra I. Grassgreen and Joshua M. Fried), and Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, 36<sup>th</sup> Floor, New York, New York 10017 (Attn: Maria A. Bove), attorneys for the Debtors, (iii) Mesa Air Group, Inc., Law Department 410 N. 44<sup>th</sup> St. Suite 700, Phoenix, Arizona 85008, (Attn: Brian S. Gillman, Esq.), (iv) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21<sup>st</sup> Floor, New York, NY 10004 (Attn: Andrea B. Schwartz); (v) Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104 (Attn: Brett Miller and Lorenzo Marinuzzi), counsel to the Official Committee of Unsecured Creditors appointed in these chapter 11 cases; (vi) Hahn & Hessen, LLP, 488 Madison Avenue, New York, New York 10022 (Attn: Mark T. Power, Esq. and Joseph Orbach, Esq.), counsel to Volvo Aero Services Corp.; and (vii) any person or entity with a particularized interest in the subject matter of the Motion, on or before **May 10, 2010 at 4:00 p.m. (Prevailing Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE** that unless a written objection to the proposed Stipulation and Order, with proof of service, is served and filed with the Clerk of the Court and a courtesy copy is delivered to the Bankruptcy Judge's chambers and the undersigned so as to be received by **May 10, 2010 at 4:00 p.m. (Prevailing Eastern Time)**, there will not be a hearing and the Stipulation and Order may be signed.

**PLEASE TAKE FURTHER NOTICE** that if a written objection is timely served and filed, a hearing (the "Hearing") will be held to consider the Stipulation and Order on **May 13, 2010 at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable Martin Glenn,

United States Bankruptcy Judge, at the United States Bankruptcy Court, Alexander Hamilton  
Customs House, Courtroom 501, One Bowling Green, New York, New York 10004.

**PLEASE TAKE FURTHER NOTICE** that objecting parties are required to  
attend the Hearing, and failure to appear may result in relief being granted or denied upon  
default.

Dated: April 29, 2010  
New York, New York

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Debra Grassgreen

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and Debtors in Possession

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re

Chapter 11

MESA AIR GROUP, INC., *et al.*,

Case No. 10-10018 (MG)

Debtors.

(Jointly Administered)  
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**STIPULATION AND ORDER BETWEEN VOLVO AERO SERVICES  
CORP. AND DEBTORS ALLOWING ADMINISTRATIVE EXPENSE CLAIM**

WHEREAS, Mesa Air Group, Inc. and its affiliated Debtors, (the “Debtors”) filed voluntary petitions for relief pursuant to chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on January 5, 2010 (the “Petition Date”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and

WHEREAS, Volvo Aero Services Corp. (“Volvo Aero” and collectively, with the Debtors, the “Parties”) provided goods to the Debtors in the twenty (20) days preceding the Petition Date in an amount of \$69,905 (the “503(b)(9) Claim”); and

WHEREAS, after negotiations, the Parties have agreed to stipulate to the allowed amount of the 503(b)(9) Claim;

NOW, THEREFORE, it is hereby stipulated by and among the undersigned that:

1. The Parties agree to fix the allowed amount of Volvo Aero’s 503(b)(9) Claim at \$69,905 (the “Allowed Administrative Claim”) pursuant to 11 U.S.C. § 503(b)(9), which represents the amount owed for goods delivered by Volvo Aero to the Mesa Airlines, Inc. within the twenty (20) days preceding the Petition Date.
2. Mesa Airlines, Inc. is authorized to pay the Allowed Administrative Claim either (i) in accordance with the effective date of a chapter 11 plan of the Debtors or (ii) in their sole

discretion upon entry of this Order; *provided, however*, in the event these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, the Allowed Administrative Claim shall be satisfied in accordance with the priority provisions of section 726 of the Bankruptcy Code. Such payments shall be sent to:

Volvo Aero Services Corp.  
P.O. Box 7247, Lock Box 8994  
Philadelphia, PA 19170-8994

3. Volvo Aero expressly reserves all rights in regard to the filing of a proof of claim for amounts owed that preceded the amounts covered in the 503(b)(9) Claim, without prejudice to the rights of the Debtors, the Official Committee of Unsecured Creditors, and any other party-in-interest entitled to object to the same on any and all available grounds under the Bankruptcy Code and applicable non-bankruptcy law.
4. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.
5. This stipulation may be signed in counterparts and by facsimile or scanned e-mail PDF, with each signed counterpart being deemed a part of the original document.
6. This stipulation may not be altered, modified or changed unless in writing, signed by the Parties, and approved by the Bankruptcy Court.
7. This stipulation is subject to the approval of the Bankruptcy Court. In the event the Bankruptcy Court does not approve this stipulation, then it shall be deemed null and void and of no force or effect and the Parties will return to the *status quo ante*.
8. Each party executing this stipulation represents that such party has the full authority and legal power to do so. Each party understands that this Stipulation is a legally binding contract and agreement that may affect such party's rights. Each party represents to the

other that it has received legal advice from counsel of its choice regarding the meaning and legal significance of this Stipulation and is satisfied with its legal counsel and the advice received from it.

9. This stipulation constitutes the entire agreement of the Parties regarding the subject matter hereof. All prior contemporaneous understandings, oral representations or agreements made among the Parties to the subject matter herein are merged and contained in this stipulation. There are no other agreements, express or implied, between the Parties regarding the subject matter of this Stipulation.
10. This stipulation shall be interpreted and construed in accordance with the provisions of the Bankruptcy Code and, where not inconsistent, the laws of the State of New York, without regard to the conflict of laws principles of the State of New York.

Dated: New York, New York  
April 22, 2010

**HAHN & HESSEN LLP**

/s/ Mark T. Power

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*Attorneys for Volvo Aero Services Corp.*

**PACHULSKI STANG ZIEHL & JONES LLP**

/s/ John W. Lucas

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*Attorneys for the Debtors  
and Debtors in Possession*

SO ORDERED.

Dated: New York, New York  
\_\_\_\_\_, 2010

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UNITED STATES BANKRUPTCY JUDGE